

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

BRIAN C. HUMPHREYS,

Plaintiff,

vs.

CENTRAL PORTFOLIO CONTROL,

Defendant

) Case No.: _____

) COMPLAINT FOR VIOLATIONS OF THE
) FCRA AND FDCPA

) TRIAL BY JURY DEMANDED

PRELIMINARY STATEMENT

1. This is an action for damages brought from violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq*, and for violations of the Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. §1692(f)1.

JURISDICTION

2. This court has jurisdiction over the FCRA under 15 U.S.C. §1681p and 28 U.S.C. §1331.
3. This court has jurisdiction over the FDCPA under 15 U.S.C. §1692k(d).
4. All conditions precedent to the bringing of this action have been performed.

PARTIES

5. The Plaintiff in this lawsuit is Brian C. Humphreys, a natural person, who resides in Northampton County, Pennsylvania.
6. The Defendant in this lawsuit is CENTRAL PORTFOLIO CONTROL (hereinafter "CENTRAL"), an unknown entity with offices at 16526 W. 78th St., Suite 107, Eden Prairie, MN 55346.

VENUE

7. The occurrences which give rise to this action occurred in Northampton County, Pennsylvania and Plaintiff resides in Northampton County, Pennsylvania.
8. Venue is proper in the Eastern District of Pennsylvania.

GENERAL ALLEGATIONS

9. Plaintiff obtained his consumer credit reports from the three major credit reporting agencies and found entries that he was unfamiliar with in the reports.
10. Plaintiff found after examination of his Experian consumer credit report that Defendant CENTRAL had obtained Plaintiff's Experian consumer credit report on **January 10, 2012**.
11. Plaintiff found after examination of his Equifax consumer credit report that Defendant CENTRAL had obtained Plaintiff's Equifax consumer credit report on **January 11, 2012**.
12. Discovery of violations brought forth herein were discovered by the Plaintiff in August 2012 and the violations are within the statute of limitations as defined in the FCRA, 15 U.S.C. §1681p.
13. The violations brought forth herein occurred in January 2012 and the violations arose within the statute of limitations as defined in the FDCPA, 15 U.S.C. §1692k(d).
14. Defendant CENTRAL is a debt collector as defined by the FDCPA, 15 U.S.C. §1692a(5).

COUNT 1

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §1681, WILLFUL
NON-COMPLIANCE BY DEFENDANT, CENTRAL PORTFOLIO CONTROL

15. Paragraphs 1 through 14 are re-alleged as though fully set forth herein.

- 1 16. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
- 3 17. Experian is a credit reporting agency within the meaning of the FCRA, 15 U.S.C.
- 5 1681a(f).
- 7 18. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C.
- 9 §1681a(d).
- 11 19. The FCRA, 15 U.S.C. §1681b defines the permissible purposes for which a person may
- 13 obtain a consumer credit report.
- 15 20. Such permissible purposes as defined by 15 U.S.C. §1681b are generally: If the
- 17 consumer makes application for credit, makes application for employment, for
- 19 underwriting of insurance involving the consumer, or is made a bona fide offer of credit
- 21 as a result of the inquiry.
- 23 21. Plaintiff has never had any business dealings or any accounts with, made application for
- 25 credit from, made application for employment with, applied for insurance from, or
- 27 received a bona fide offer of credit from the Defendant CENTRAL.
- 29 22. On **January 10, 2012**, Defendant obtained the Experian consumer credit report for the
- 31 Plaintiff with no permissible purpose in violation of the FCRA, 15 U.S.C. §1681b.
- 33 23. Plaintiff sent a letter to CENTRAL, on August 21, 2012, asking why they have been
- 35 accessing the Plaintiff's credit reports. This was in an effort to provide CENTRAL an
- 37 opportunity to identify any legitimate permissible purpose which might have warranted
- 39 their access to the Plaintiff's credit file. Plaintiff received no reply to said letter sent to
- 41 Defendant.
- 43 24. At no time did Plaintiff give his consent to CENTRAL to acquire his consumer credit
- 45 report from any credit reporting agency.
- 47
- 49

1 25. The actions of Defendant obtaining the consumer credit report of the Plaintiff with no
3 permissible purpose or Plaintiff's consent was a willful violation of FCRA, 15 U.S.C.
5 §1681b and an egregious violation of Plaintiff's right to privacy.

7 26. At no time has CENTRAL ever indicated what justification they may have had for
9 obtaining Plaintiff's credit report.

11 27. The Defendant had a duty to properly ascertain if there was any **legitimate** permissible
13 purpose before obtaining Plaintiff's credit report and Defendant breached said duty in
15 failing to do so. There was no account that the Defendant had any right to collect to have
17 had permissible purpose to obtain Plaintiff's credit report and therefore Plaintiff is
19 entitled to damages for breach of said duty.

21
23 WHEREFORE, Plaintiff demands judgment for damages against Defendant, CENTRAL
25 PORTFOLIO CONTROL, for statutory damages of \$1000.00, any attorney's fees, and costs
27 pursuant to 15 U.S.C. §1681n.

29
31 COUNT II

33 VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §1681, WILLFUL
35 NON-COMPLIANCE BY DEFENDANT CENTRAL PORTFOLIO CONTROL

37 28. Paragraphs 1 through 27 are re-alleged as though fully set forth herein.

39 29. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

41 30. Equifax is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. 1681a(f).

43 31. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C.
45 §1681a(d).

47 32. The FCRA, 15 U.S.C. §1681b defines the permissible purposes for which a person may
49 obtain a consumer credit report.

- 1 33. Such permissible purposes as defined by 15 U.S.C. §1681b are generally: If the
3 consumer makes application for credit, makes application for employment, for
5 underwriting of insurance involving the consumer, or is made a bona fide offer of credit
7 as a result of the inquiry.
- 9 34. Plaintiff has never had any business dealings or any accounts with, made application for
11 credit from, made application for employment with, applied for insurance from, or
13 received a bona fide offer of credit from the Defendant CENTRAL.
- 15 35. On **January 11, 2012**, Defendant obtained the Equifax consumer credit report for the
17 Plaintiff with no permissible purpose in violation of the FCRA, 15 U.S.C. §1681b. Said
19 actions thereby damaged Plaintiff by causing Plaintiff's credit score to decline resulting
21 in Plaintiff having to pay higher auto insurance premiums.
- 23 36. Plaintiff sent a letter to CENTRAL, on August 21, 2012, asking why they have been
25 accessing the Plaintiff's credit reports. This was in an effort to provide CENTRAL an
27 opportunity to identify any legitimate permissible purpose which might have warranted
29 their access to the Plaintiff's credit file. Plaintiff received no reply to said letter sent to
31 Defendant.
- 33 37. At no time did Plaintiff give his consent to CENTRAL to acquire his consumer credit
35 report from any credit reporting agency.
- 37 38. The actions of Defendant obtaining the consumer credit report of the Plaintiff with no
39 permissible purpose or Plaintiff's consent was a willful violation of FCRA, 15 U.S.C.
41 §1681b and an egregious violation of Plaintiff's right to privacy.
- 43 39. At no time has CENTRAL ever indicated what justification they may have had for
45 obtaining Plaintiff's credit report.
- 47 40. The Defendant had a duty to properly ascertain if there was any **legitimate** permissible
49 purpose before obtaining Plaintiff's credit report and Defendant breached said duty in

1 failing to do so. There was no account that the Defendant had any right to collect to have
3 had permissible purpose to obtain Plaintiff's credit report and therefore Plaintiff is
5 entitled to damages for breach of said duty.

7
9 WHEREFORE, Plaintiff demands judgment for damages against Defendant, CENTRAL
11 PORTFOLIO CONTROL, for statutory damages of \$1000.00, any attorney's fees, and costs
13 pursuant to 15 U.S.C. §1681n.

15
17 **COUNT III**

19 **VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692f(1),**
21 **ATTEMPTING TO COLLECT AN AMOUNT NOT AUTHORIZED BY THE AGREEMENT**
23 **CREATING THE DEBT OR PERMITTED BY LAW**

25 41. Paragraphs 1 through 40 are re-alleged as though fully set forth herein.

27 42. Plaintiff is a consumer within the meaning of the FDCPA §1692a(3).

29 43. Plaintiff has never had any business dealings or any accounts with Defendant
31 CENTRAL.

33 44. On **January 10, 2012**, Defendant obtained the Experian consumer credit report for the
35 Plaintiff.

37 45. Plaintiff sent a letter to CENTRAL, on October 10, 2012, asking why they have been
39 accessing the Plaintiff's credit reports. This was in an effort to provide CENTRAL an
41 opportunity to verify and to validate the alleged debt. Plaintiff received no reply to said
43 letter sent to Defendant.

1 WHEREFORE, Plaintiff demands judgment for damages against Defendant, CENTRAL
3 PORTFOLIO CONTROL, for statutory damages of \$1000.00, any attorney's fees, and costs
5 pursuant to 15 U.S.C. §1692k(a)1 and §1692k(a)(2)(A).

7
9 COUNT IV

11 VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692f(1),
13 ATTEMPTING TO COLLECT AN AMOUNT NOT AUTHORIZED BY THE AGREEMENT

15 CREATING THE DEBT OR PERMITTED BY LAW

17 46. Paragraphs 1 through 45 are re-alleged as though fully set forth herein.

19 47. Plaintiff is a consumer within the meaning of the FDCPA §1692a(3).

21 48. Plaintiff has never had any business dealings or any accounts with Defendant
23 CENTRAL.

25 49. On **January 11, 2012**, Defendant obtained the Equifax consumer credit report for the
27 Plaintiff.

29 50. Plaintiff sent a letter to CENTRAL, on October 10, 2012, asking why they have been
31 accessing the Plaintiff's credit reports. This was in an effort to provide CENTRAL an
33 opportunity to verify and to validate the alleged debt. Plaintiff received no reply to said
35 letter sent to Defendant.

37
39 WHEREFORE, Plaintiff demands judgment for damages against Defendant, CENTRAL
41 PORTFOLIO CONTROL, for statutory damages of \$1000.00, any attorney's fees, and costs
43 pursuant to 15 U.S.C. §1692k(a)1 and §1692k(a)(2)(A).

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated this 3rd day of November, 2012

Respectfully submitted,

By: 

Brian C. Humphreys,
2253 Linden St.
Bethlehem, Penna.
(610) 866-3744

